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SERIES II No. 51

OFFICIAL GAZETTE



GOVERNMENT OF GOA

PUBLISHED BY AUTHORITY

Note:- There are five Extraordinary issues to the Official Gazette, Series II No. 50 dated 16-03-2017 as follows:—

- (1) Extraordinary dated 16-03-2017 from pages 1143 to 1144 regarding Notification from Goa Legislature Secretariat.
- (2) Extraordinary (No. 2) dated 18-03-2017 from pages 1145 to 1146 regarding Notification from Goa Legislature Secretariat.
- (3) Extraordinary (No. 3) dated 20-03-2017 from pages 1147 to 1148 regarding Notification from Department of General Administration.
- (4) Extraordinary (No. 4) dated 21-03-2017 from pages 1149 to 1150 regarding Notification from Goa Legislature Secretariat.
- (5) Extraordinary (No. 5) dated 22-03-2017 from pages 1151 to 1152 regarding Notification from Goa Legislature Secretariat.

GOVERNMENT OF GOA

Department of Animal Husbandry & Veterinary Services

Directorate of Animal Husbandry & Veterinary Services

Goa State Veterinary Council

Order

No. GSVF/F-8/2016-17/109

List of names deleted from the State Veterinary Practitioners Register as on 03-03-2017.

In supersession of all earlier orders, the following Veterinarians are not eligible to practice Veterinary Medicine in the State of Goa.

Sr. No.	Regn. No.	Name of Doctor	Reason for Deletion of Name
1	2	3	4
1.	GSVC/01	Dr. Abdus Sami	Non Renewal
2.	GSVC/02	Dr. Saradindu Ray	Non Renewal
3.	GSVC/03	Dr. Suresh K. S. Usgaonkar	Non Renewal
4.	GSVC/04	Dr. N. Sreedharan Nair	Deceased
5.	GSVC/06	Dr. Nair NV	Non Renewal
6.	GSVC/07	Dr. Ashok Khandeparkar	Non Renewal
7.	GSVC/08	Dr. Leo F. Pinto	Deceased
8.	GSVC/09	Dr. H. K. Malviya	Deceased
9.	GSVC/11	Dr. Shastri KR	Non renewal
10.	GSVC/12	Dr. B. R. Chowgule	Deceased
11.	GSVC/15	Dr. Suresh B. Shet	Deceased
12.	GSVC/13	Dr. Augusto De S. Nazareth	Non Renewal
13.	GSVC/20	Dr. Manuel M. A. Monteiro	Deceased
14.	GSVC/22	Dr. Mirza A. A. Baig	Deceased

1	2	3	4
15.	GSVC/16	Dr. Aher PF	Non Renewal
16.	GSVC/33	Dr. Avadhut V. Pai	Deceased
17.	GSVC/37	Dr. Arvind Gracias Costa	Non Renewal
18.	GSVC/57	Dr. K. R. Pushpakaran	Deceased
19.	GSVC/58	Dr. A. R. Bhattacharya	Deceased
20.	GSVC/59	Dr. Varughese Jijimol	Non Renewal
21.	GSVC/60	Dr. Shanmuga Sundaram	Non Renewal
22.	GSVC/61	Dr. Ralph D Souza	Non Renewal
23.	GSVC/62	Dr. Maria A. Borges	Non Renewal
24.	GSVC/65	Dr. Caroline S. Cordeiro	Non Renewal
25.	GSVC/66	Dr. Camilo G. D Costa	Transferred to Karnataka
26.	GSVC/68	Dr. Vivek Panvelkar	Non Renewal
27.	GSVC/72	Dr. Cecilio R. J. Gonsalves	Non Renewal
28.	GSVC/75	Dr. Anand Datta Balve	Non Renewal
29.	GSVC/76	Dr. Joy TP Fernandes	Non Renewal
30.	GSVC/80	Dr. Texeira Peter Rosario	Non Renewal
31.	GSVC/81	Dr. Ashtosh Kumar Singh	Non Renewal
32.	GSVC/82	Dr. (Mrs.) Sarabjeet Kaur	Non Renewal
33.	GSVC/83	Dr. Perwin J. Nazareth	Non Renewal
34.	GSVC/88	Dr. Prashant Havaldhar	Non Renewal
35.	GSVC/89	Dr. Balkrishna V. Pai	Non Renewal
36.	GSVC/91	Dr. Ambika R. Nambiar	Non Renewal
37.	GSVC/93	Dr. Veerendran Veerasamy	Non Renewal
38.	GSVC/96	Dr. Adrian F. Rodrigues	Non Renewal
39.	GSVC/99	Dr. Jayaraman Ramnathan	Non Renewal
40.	GSVC/103	Dr. Vijay Mahato	Non Renewal
41.	GSVC/106	Dr. Jayaram R.	Non Renewal
42.	GSVC/107	Dr. Michelle D Cunha	Non Renewal
43.	GSVC/108	Dr. Virkar Shankar Kisan	Non Renewal
44.	GSVC/110	Dr. Ashish Kumar Chakrabarti	Non Renewal
45.	GSVC/111	Dr. N. V. Mallikarjuna Prasad	Non Renewal
46.	GSVC/116	Dr. Zarina Aziz	Non Renewal
47.	GSVC/117	Dr. Randhir Clayton Vaz	Non Renewal
48.	GSVC/120	Dr. Elizabeth J. D. C. Diniz	Non Renewal
49.	GSVC/121	Dr. Robin Jacob Paul	Non Renewal
50.	GSVC/124	Dr. Kevin Peter D Mello	Non Renewal
51.	GSVC/128	Dr. Parisha B. Patil	Non Renewal
52.	GSVC/132	Dr. Annie Thomas	Non Renewal
53.	GSVC/135	Dr. Chakatha Tushara	Non Renewal
54.	GSVC/137	Dr. Nadia Dinella Colaco	Non Renewal
55.	GSVC/142	Dr. B. K. Swain	Transferred to Orissa
56.	GSVC/145	Dr. Christe Aguiar	Non Renewal
57.	GSVC/148	Dr. Aditi Miranda	Transferred to Karnataka
58.	GSVC/151	Dr. Farah Maria De Souza	Non Renewal
59.	GSVC/153	Dr. Radha S. Kamat	Non Renewal
60.	GSVC/156	Dr. Elizabeth Abraham	non Renewal
61.	GSVC/189	Dr. Davina Trindade	Transferred to Maharashtra
62.	GSVC/199	Dr. Queenie C. Fernandes	Transferred to Karnataka
63.	GSVC/206	Dr. Anushka Lobo	Transferred to Maharashtra

It may please be noted that as per Chapter IV, Section 30 of the 'Indian Veterinary Council Act, 1984' no person, other than a Registered Veterinary Practitioner shall:-

1. Hold office as Veterinary Physician or Surgeon or any other like title (by whatever name called) in Government or in any Institution maintained by a local or other authority.
2. Practice Veterinary Medicine in any State.

3. Be entitled to sign or authenticate a Veterinary Health Certificate or any other Certificate required by any law to be signed or authenticated by a duly qualified Veterinary Practitioner.
4. Be entitled to give evidence at any inquest or in any court of law as an expert under Section 45 of the Indian Evidence Act, 1872 on any matter relating to Veterinary Medicine.

Dr. Marwin Lopes, Registrar, Goa State Veterinary Council.

Panaji, 15th March, 2017.

V. No. A-13161/2017

Department of Education, Art & Culture

Directorate of Technical Education

Polytechnic Section

Order

No. 26/2/12/2001/DTE/4846

On the recommendations of the Goa Public Service Commission conveyed vide their letter No. COM/II/12/34(1)/2014/540 dated 03-02-2017, the Government of Goa is pleased to declare the following Group 'A', Gazetted Officers of Government Polytechnic, Curchorem, Goa to have satisfactorily completed their probation period and confirm them in the post with effect from date mentioned in the respective column against their names.

Sr. No.	Name of the Incumbent	Designation	Date of confirmation
1.	Shri Ashok Rama Deulkar	Lecturer in Computer Engineering	09-12-2012
2.	Kum. Resha Rohidas Govekar	Lecturer in Computer Engineering	09-01-2013
3.	Shri Premanand Kushali Velip	Lecturer in Electronics Engineering	14-06-2013

By order and in the name of the Governor of Goa.

Vivek B. Kamat, Director & ex officio Additional Secretary (Technical Education).

Porvorim, 17th March, 2017.

Department of Finance

Office of the Commissioner of Commercial Taxes

Notification

No. CCT/12-2/16-17/5748

In exercise of the powers conferred by the third proviso to sub-section (3) of Section 29 of the

Goa Value Added Tax Act, 2005 (Goa Act 9 of 2005) (hereinafter referred to as the "said Act"), I, Dipak M. Bandekar, Commissioner of Commercial Taxes, Government of Goa, hereby extend the period of assessment for the financial year 2013-14 by two months with effect from 1st April, 2017. All assessments for the year 2013-14 shall accordingly be completed on or before 31st May, 2017.

Dipak M. Bandekar, Commissioner, (Commercial Taxes).

Panaji, 22nd March, 2017.

Department of Industries

Notification

No. 3/7/2016-IND

Whereas, the Goa Investment Promotion and Facilitation Board (hereinafter referred to as the "said Board") has received an application dated 01-07-2015 from M/s. Narcinva Damodar Naik Group for setting up of Warehousing on self owned private land in the area specified in the Schedule hereto (hereinafter referred to as the "said Project");

And whereas, the said Board in its eighth meeting held on 14th December, 2015 vide Item No. 11 has granted in-principle approval for the said Project and has recommended to the Government to demarcate and notify the area specified in the schedule hereto as notified areas for the purpose of investment promotion under the Goa Investment Promotion Act, 2014 (Act 13 of 2014);

And whereas, the Government has accepted the said recommendation of the said Board;

Now, therefore, in exercise of the powers conferred by sub-section (2) of Section 7 of the Goa Investment Promotion Act, 2014 (Goa Act 13 of 2014), the Government of Goa hereby demarcates and declares the whole area as specified in the Schedule hereto to be notified area for the purpose of Investment Promotion under the said Act.

SCHEDULE

- (a) Area : 30,000 sq. mtrs.
 (b) Village : Verna (within Village Panchayat of Nagoa-Verna).
 (c) Taluka : Salcete.
 (d) Survey No. : 30/1.
 (e) Field : Fondgali.

(f) Boundaries:—

North : By the property of Comunidade of Verna in the village of Nagoa, village boundary of Village Nagoa;

South : By property of Comunidade of Verna (Survey No. 31);

East : By land of Comunidade of Verna (Survey No. 31);

West : Comunidade of Nagoa/Village boundary of Village Nagoa.

By order and in the name of the Governor of Goa.

Georgina Saldanha, Under Secretary (Industries).

Porvorim, 20th March, 2017.



Department of Labour

Order

No. 28/05/2017-LAB/141

Whereas the Government of Goa is of the opinion that an industrial dispute exists between the management of M/s. Majorda Beach Resort, Majorda, Salcete, Goa and their workmen, represented by the Gomantak Mazdoor Sangh, in respect of the matter specified in the Schedule hereto (hereinafter referred to as the "said dispute");

And whereas the Government of Goa considers it expedient to refer the said dispute for adjudication.

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947) (hereinafter referred to as the "said Act"), the Government of Goa hereby refers the said dispute for adjudication to the Industrial

Tribunal of Goa at Panaji-Goa, constituted under Section 7-A of the said Act.

SCHEDULE

"(1) Whether S/Shri Yatin Chodenkar, Jose Francisco Mories, Savio Dias, Vincent Miranda, Ms. Candida D'Costa and Ms. Diana Almeida are workmen as defined under Section 2(s) of the Industrial Disputes Act, 1947 (Central Act 14 of 1947)?

(2) If the answer to the issue No. (1) above is in the affirmative, then, whether the action of the management of M/s. Majorda Beach Resort, Majorda, Salcete, Goa, in terminating the services of the above mentioned workmen, with effect from 07-06-2016, is legal and justified?

(3) If the answer to issue No. (2) above is in the negative, then, what relief the workmen are entitled to?"

By order and in the name of the Governor of Goa.

Georgina Saldanha, Under Secretary (Labour).

Porvorim, 17th March, 2017.

Order

No. 28/04/2017-LAB/142

Whereas the Government of Goa is of the opinion that an industrial dispute exists between the management of M/s. Chowgule Industries Private Limited, Campal, Panaji, Goa, and their workmen, represented by the Gomantak Mazdoor Sangh, in respect of the matter specified in the Schedule hereto (hereinafter referred to as the "said dispute");

And whereas the Government of Goa considers it expedient to refer the said dispute for adjudication.

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947) (hereinafter referred to as the "said Act"), the Government of Goa hereby refers the said dispute for adjudication to the Industrial Tribunal of Goa at Panaji-Goa, constituted under Section 7-A of the said Act.

SCHEDULE

“(1) Whether the action of the management of M/s. Chowgule Industries Private Limited, Campal, Panaji, Goa, in transferring the services of S/Shri Nayadade Antao, Nilesh Sawant, Kiran Gadekar, Anand Naik, Audhut Samant, Sanjay Gaude and Shri Dattaram Morajkar vide their Order dated 17-11-2016, is legal and justified?”

(2) If not, what relief the workmen are entitled to?”

By order and in the name of the Governor of Goa.

Georgina Saldanha, Under Secretary (Labour).

Porvorim, 17th March, 2017.

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Notification

No. 24/18/2011-LAB/140

Read: 1) Notification No. 10(33)/2010/DOIT/e-services/Part file 2/7311 dated 26-11-2010.
2) Notification No. 24/18/2011-Lab/162 dated 28-03-2012.

In pursuance of para 5 of the above Notification issued by Department of Information Technology, Government of Goa, it is hereby informed that the public services which are mentioned below would be delivered to the citizens of Goa through State Portal of Goa and Labour Department on the web address <https://www.goa.gov.in> and <https://labour.goa.gov.in>

Sr. No.	Name of service	Time frame for document delivery	List of supporting document
1	2	3	5
1.	Application for Registration Certificates under the Contract Labour (Regulation & Abolition) Act, 1970 and Rule thereunder	Fifteen working days	<p>In case of Partnership Firm</p> <p>* Partnership Deed.</p> <p>* Identification Proof PAN Card/Driving Licence/Aadhar Card, Passport Copy, etc.</p> <p>In case of Private Limited Company</p> <p>* Memorandum of Article of Association.</p> <p>* List of Directors with address.</p> <p>* Authority letter to whom to be signed on the application.</p>
2.	Application for Registration Certificate under the Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979 and Rule thereunder	Fifteen working days	<p>In case of Partnership Firm</p> <p>* Partnership Deed.</p> <p>* Identification Proof PAN Card/Driving Licence/Aadhar Card, Passport Copy, etc.</p> <p>In case of Private Limited Company</p> <p>* Memorandum of Article of Association.</p> <p>* List of Directors with address.</p> <p>* Authority letter to whom to be signed on the application.</p>
3.	Application for Registration of Establishments Employing Building Workers under the Building and Other Construction	Fifteen working days	

1	2	3	5
	Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and Rule thereunder		
4.	Application for Renewal/ /Amendment of Registration of Establishments Employing under Contract Labour (Regulation & Abolition) Act, 1970 and Rule thereunder	Fifteen working days	<ul style="list-style-type: none"> * Original Registration Certificate. * List of Contract Labour under each Contractor.
5.	Application for Renewal/ /Amendment of Registration of Establishments Employing Migrant Labour under the Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979 and Rule thereunder.	Fifteen working days	<ul style="list-style-type: none"> * Original Registration Certificate. * List of Migrant Labour under each Contractor.
6.	Application for Licence for Contractors in order to employ Contract Labour under the Contract Labour (Regulation & Abolition) Act, 1970 and Rule thereunder	Fifteen working days	<ul style="list-style-type: none"> * Certificate by the Principal Employer-Form V. <p>In case of Partnership Firm</p> <ul style="list-style-type: none"> * Partnership Deed. * Identification Proof * PAN Card/Driving Licence/ Aadhar Card, Passport Copy, etc. <p>In case of Private Limited Company</p> <ul style="list-style-type: none"> * Memorandum of Article of Association. * List of Directors with address. * Authority letter to whom to be signed on the application. <p>If Principal Employer is Government Establishment</p> <ul style="list-style-type: none"> * Work Order.
7.	Application for Licence for Contractors in order to employ Migrant Labour under the Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979 and Rule thereunder	Fifteen working days	<ul style="list-style-type: none"> * Certificate by the Principal Employer-Form VI <p>In case of Partnership Firm</p> <ul style="list-style-type: none"> * Partnership Deed * Identification Proof * PAN Card/Driving Licence/ /Aadhar Card, Passport Copy, etc. <p>In case of Private Limited Company</p> <ul style="list-style-type: none"> * Memorandum of Article of Association. * List of Directors with address. * Authority letter to whom to be signed on the application. <p>If Principal Employer is Government Establishment</p> <ul style="list-style-type: none"> * Work Order.

1	2	3	5
8. Application for Renewal of Licence for Contractors to employ Labour under the Contract Labour (Regulation & Abolition) Act, 1970 and Rule thereunder.	Fifteen working days	* Original Contract Labour Licence.	
9. Application for Renewal of Licence for Contractors to employ Migrant Labour under the Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979 and Rule thereunder.	Fifteen working days	* Original Migrant Labour Licence.	

All the documents to be furnished should be certified by the competent authority.

By order and in the name of the Governor of Goa.

Georgina Saldanha, Under Secretary (Labour).

Porvorim, 7th March, 2017.

Notification

No. 28/1/2016-LAB/Part-V/135

The following award passed by the Labour Court-II at Panaji-Goa on 13-12-2016 in reference No. IT/02/2009 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

Georgina Saldanha, Under Secretary (Labour).

Porvorim, 16th March, 2017.

IN THE LABOUR COURT-II
GOVERNMENT OF GOA

AT PANAJI

(Before **Shri Suresh N. Narulkar, Hon'ble Presiding Officer**)

Case No. Ref. IT/02/2009

Shri Vishwanath Harmalkar,
Rep. by the President,
Goa Trade & Commercial Workers Union,
Velho Building, 2nd Floor,
Panaji-Goa. ... Workman/Party-I

V/s

M/s. Crompton Greaves Ltd.,
Machine-4 Division,
Kundaim Industrial Estate,
Kundaim-Goa. ... Employer/Party-II

Workman/Party-I remained absent.

Employer/Party-II represented by Adv. Shri P. Chawdikar.

Panaji, dated: 13-12-2016

AWARD

1. In exercise of the powers conferred by Clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947), the Government of Goa, by Order dated 17-12-2008, bearing No. 28/9/2007-LAB/1741, referred the following dispute for adjudication to the Industrial Tribunal of Goa. Subsequently, the Government of Goa transferred the present reference for its adjudication from the Industrial-Tribunal-cum-Labour Court, Panaji-Goa to this Labour Court-II, vide its order No. 28/02/2011-Lab/86 dated 09-02-2016.

"(1) Whether the action of the management of M/s. Crompton Greaves Limited, Machine-4 Division 196-197-198, Kundaim Industrial Estate, Kundaim-Goa in refusing employment to Shri Vishwanath Harmalkar, Operator with effect from 01-05-2005, is legal and justified?

(2) If not, what relief the Workman is entitled to?"

2. On receipt of the reference, a case was registered under No. IT/02/09 and registered A/D notice was issued to the Parties. In pursuance to the said notice, the Parties put in their appearance. The Workman/Party-I (for short 'Workman'), filed

his Statement of Claim on 13-10-2009 at Exb-4. The facts of the case in brief as pleaded by the Workman are that he was employed with the Employer/Party II (for short, 'Employer') as 'Operator' w.e.f. 15-09-1995. He stated that he was the elected representative of the Crompton Greaves Workers Managing Committee. He stated that he was espousing the cause of this workmen before the management as well as other statutory authorities. He stated that the management always pressurized, forced and coerced him not to take up the cause of his fellow workmen. He stated that sometimes he was threatened that his services would be dispensed and terminated. He stated that however, he continued with his legitimate trade union activities.

3. He stated that on 28-03-2005, he tendered his resignation under force, duress and coercion from the management. He stated that on 28-03-2005, the management itself issued a letter of acceptance of resignation tendered by him. He stated that the Employer informed him that his resignation has been accepted and that he would be relieved from the service of the Employer from 30-04-2005. He stated that on 28-03-2005, neither he was relieved from service, nor his legal dues were paid and as such he was in continues employment.

4. He stated that after a gap of two days, he realized that the management has made him a victim. He stated that he never voluntarily wanted to submit his resignation of his own accord and free will. He stated that he therefore gave a letter on 31-03-2005 to the Employer informing that he is withdrawing his resignation letter with immediate effect and that he be allowed to continue to work with the Employer, treating his resignation letter as withdrawn and non-est. He stated that pursuant to his aforesaid letter, he was allowed to continue to work till 30-04-2005. He stated that 01-05-2005 was a public holiday. He stated that on 02-05-2005, when he went to resume for his duties, the security officer of the Employer did not allow him to report for work, in spite of his withdrawal of his letter of resignation dated 31-03-2005. He stated that he therefore wrote another letter dated 02-05-2005, requesting the Employer to allow him to resume for his duties and to continue in employment. He stated that however, the Employer did not allow him to continue in employment and also to resume for his duties. The Workman submitted that he was compelled to accept dues, much after his withdrawal of letter of his resignation under force, threat, duress and coercion. He submitted that being aggrieved with the attitude of the Employer, he raised an industrial dispute before the office of Labour Commissioner, which ended in failure.

5. He submitted that as his letter of resignation is not voluntary, the action of the Employer in refusing him employment w.e.f. 01-05-2005, is illegal, unjust and bad-in-law. He submitted that the Vinculum Juris continued and the relationship of employer and employee did not come to an end on 28-03-2005. He submitted that he is unemployed and does not have any source of income to maintain himself and his family. The Workman therefore prayed that the action of the Employer in refusing him employment with effect from 01-05-2005, be held as illegal, unjust and bad-in-law and he be reinstated back in service with full back wages and continuity in service.

6. The Employer resisted the claim of the Workman by filing its written statement on 19-10-2010 at Exb. 5. The Employer, as and by way of preliminary submissions, submitted that the statement of claim filed by the Workman is bad-in-law and is not at all tenable in terms of law in force or in equity as the Workman under reference had voluntarily resigned from its services on 28-03-2005. The Employer submitted that the said letter of resignation was written by the Workman himself, in his own handwriting and it was also signed by him. The Employer submitted that the said letter of resignation of the Workman was absolutely voluntary and genuine in all aspects. The Employer submitted that the Workman, in his own letter of resignation notified to them to relieve him from their services w.e.f. 01-05-2005 and accordingly, they agreed to relieve him on 30-04-2005, which was accepted by him. The Employer submitted that the aforesaid notice was/is strictly in accordance with the terms of his employment and as such the severance of his relationship was therefore absolutely lawful and it cannot be revoked now. The Employer submitted that the said notice was communicated to the Workman, by its letter dated 01-09-1997 and again on 01-03-1998. The Employer submitted that its letter dated 01-09-1997 was duly accepted and acknowledged by the Workman in a bonafide manner. The Employer submitted that the Workman chose to resign for better future prospects as per his letter of resignation.

7. The Employer submitted that upon receiving his letter of resignation, they chose to speak to the Workman and to discuss with him the problems, if any faced by him and the reason for leaving their services. The Employer submitted that the Workman replied that he simply wanted to be relieved as he wanted to grow faster and better elsewhere. The Employer submitted that the Workman wanted to have a bright future outside

their services. The Employer submitted that thereafter they accepted the resignation of the Workman in a bonafide manner and that there were/are no malafides in acceptance of the said resignation. The Employer submitted that the said resignation of the Workman was duly accepted by them and the acceptance was duly communicated to him. The Employer submitted that the Workman acknowledged the acceptance of his resignation. The Employer therefore submitted that the Workman could not have been rescinded/cancelled on a later date. The Employer submitted that from the aforesaid it is clear that the contract of employment of the Workman had ceased to be in force and as such there was/is no way that the Workman could have resumed his services. The Employer submitted that the acceptance of resignation of the Workman was lawful and as such he cannot claim as a matter of right to be re-employed. The Employer therefore submitted that there is no merits in the claim of the Workman.

8. The Employer submitted that the Workman is not entitled to withdraw his resignation, after it was duly accepted by them. The Employer submitted that it is well settled that once the resignation is accepted, the jural relationship between the Workman and the Employer comes to an end and the Workman could not have asked for withdrawal of his resignation nor reinstatement of his post. The Employer submitted that the Workman had acted in furtherance of his resignation by applying for his terminal dues and later, by accepting them without any protest. The Employer submitted that the Workman cannot be allowed to blow hot and cold at the same time. The Employer submitted that having asked for resignation, they allowed him to resign and now he cannot claim to come back. The Employer therefore, submitted that it is just, proper and necessary that the claim of the Workman be dismissed in the interest of justice. The Employer denied the overall case as pleaded by the Workman in his statement of claim and prayed for dismissal of the present reference.

9. Thereafter, the Workman filed his rejoinder on 13-10-2009 at Exb. 6. The Workman, by way of his Re-joinder, confirms and reiterates all the submissions and averments made by him in his claim statement to be true and correct and denies all the statements and averments made by the Employer in the Written Statement, which are contrary to the statements and averments made by him.

10 Based on the pleadings filed by the respective Parties in the present proceedings, the Hon'ble Industrial Tribunal cum Labour Court framed the following issues on 18-07-2011 at Exhibit-11.

1. Whether the Party I proves that he had tendered his resignation on 20-03-2005, under force, duress and coercion from the management of the Party II?
2. Whether the Party I proves that pursuant to his letter dated 31-03-2005, the Party II had allowed him to continue to work till 30-04-2005?
3. Whether the Party I proves that he was refused employment w.e.f. 01-05-2005/02-05-2005?
4. Whether the Party I proves that the action of Party II in refusing employment to him w.e.f. 01-05-2005/02-05-2005 is illegal and unjustified?
5. Whether the Party I is entitled to any relief?
6. What Award?

11. My answers to the aforesaid issues are as under:

- (a) Issue No. 1 : In the Negative.
- (b) Issue No. 2 : In the Affirmative.
- (c) Issue No. 3 : In the Affirmative.
- (d) Issue No. 4 : In the Affirmative.
- (e) Issue Nos. 5 & 6 : As per final order.

The Workman remained absent. On the contrary, Id. Adv. Shri P. Chawdikar, appeared for the Employer and filed his synopsis of written arguments. Id. Adv. Shri P. Chawdikar also argued orally.

12. Id. Adv. Shri P. Chawdikar, representing the Employer, during the course of oral arguments submitted that undisputedly, the Workman was employed with the Employer. He submitted that the Workman had voluntarily submitted his resignation on 28-03-2005. He submitted that the said resignation of the Workman was accepted on the same day i.e. on 28-03-2005. He submitted that after a gap of three days from the date of accepting his resignation, the Workman submitted a letter of withdrawal of his resignation dated 28-03-2005, by alleging that it was obtained under force, duress and coercion. He submitted that the Workman has however, failed to adduce any evidence either oral or documentary in support of his case. He submitted that on the contrary, the Employer has examined its Sr. Manager-Stores, Mr. Vishwanath G. Prabhu and produced on record oral as well as

documentary evidence. He submitted that the said oral as well as documentary evidence adduced by the Employer on record clearly proves that the Workman had tendered his resignation voluntarily on 28-03-2005 and the same was accepted on the same day. He therefore submitted that once the resignation is accepted, the jural relationship of the employer-employee comes to an end and the employee has no right to withdraw his resignation thereafter. In support of his aforesaid contention, he relied upon the following decisions of Hon'ble Apex Court.

- (a) In the case of Raj Kumar v/s. Union of India, reported in AIR 1969 SC 180.
- (b) In the case of P. Kasilingam v/s. P.S.G. College of Technology reported in 1988 (LAB. I.C. 189).
- (c) In the case of M/s. J.K. Cottons Spg. And Wvg. Mills Co. Ltd., Kanpur v/s. State of U.P. and Ors., reported in AIR 1990 SC 1808.
- (d) In the case of Gujrat Leather Industries Ltd. v/s. Abdul Sattar Gulam Rasul Shaikh, reported in 2001 (3) LLJ 11.
- (e) In the case of North Zone Cultural Centre and Anr. v/s. Vedpathi Dinesh Kumar, reported in 2003 (3) LLN 30.
- (f) In the case of Chand Mal Chayal v/s. State of Rajasthan, reported in 2006 (111) FLR 573.
- (g) In the case of Modern School v/s. Shashi Pal Sharma reported in 2007(8) SCC 540.
- (h) In the case of Union of India and Ors. v/s. Hitendra Kumar Soni, reported in 2014 LAB. I.C. 3835.

13. He also relied upon the following judgments of Hon'ble High Courts.

- (a) In the case of M. Ramkrishna v/s The Management of Bharat Electronics Ltd. and Ors., reported in 1995 Lab. I.C. 2090 of Hon'ble High Court of Karnataka.
- (b) In the case of S. Kesireddy v/s. Managing Director, A.P. State Ware-housing Corp. Hyderabad, reported in 1999 ALD 100 of Hon'ble High Court of Andhra Pradesh.
- (c) In the case of Chairman, Vishakhapatnam Port Trust and Ors. v/s. Ch. V.V. Satyanarayana and Anr., reported in 2003 (96) FLR 337 of Hon'ble High Court of Andhra Pradesh.
- (d) In the case of N. Dinakara Shetty v/s. Union of India and Ors., reported in 2005 (2) Goa L. R. 358 of Hon'ble High Court of Bombay.

(e) In the case of Smt. S.N. Dharitri Burman v/s. The Gauhati High Court and Anr., reported in 2014 LAB. I.C. 4141 of Hon'ble High Court of Gauhari and.

(f) In the case of Kashi Nath Sah v/s. The Nalanda Gramin Bank & Ors. in writ petition no.10116 of 1998 of Hon'ble High of Patna, vide its judgment dated 25-06-2015.

I have carefully perused the entire records of the present case which includes the synopsis of written arguments filed by Ld. Adv. Shri P. Chawdikar, appearing for the Employer. I have also carefully considered the various submissions, oral as well as written advanced by Ld. Adv. Shri P. Chawdikar and I am of the considered opinion as under:

14. Issue No. 1:

In the case of **V.N.S. Engineering Services v/s. Industrial Tribunal of Goa, Daman and Diu and Anr.**, reported in 1987 II LLN 968, the Hon'ble High Court of Bombay has held that "*there is nothing in the Industrial Disputes Act, 1947 that indicates a departure from the general rule that he who approaches a court for relief should prove his case i.e. the obligation to lead evidence to establish an allegation, the test being that he who does not lead evidence, must fail. The Hon'ble High Court of Bombay further held that the provisions of Rule-10-B of the I.D. (Central Rules), 1957 which requires the party raising a dispute to file a statement of demands relating only to the issue in the order of reference for adjudication within 15 days from the receipt of the order of reference and forward copies to the opposite party involved, clearly indicates that the party who raises the industrial disputes is bound to prove the contention raised by him and an Industrial Tribunal or Labour Court would be erring in placing the burden of proof on the other party to the dispute*".

15. In the case of **V. K. Raj Industries v/s Labour Court (I) and Ors. reported in 1981 (29) FLR, 194**, the Allahabad High Court has held that "*the proceedings before the Industrial Tribunal are judicial in nature, even though the Indian Evidence Act, is not applicable to the proceeding before the Industrial Court, but the principle underlying the said Act are applicable.*" The High Court further held that "*it is well settled that if a party challenges the validity of an order and if no evidence is produced, the party invoking the jurisdiction must fail. The High Court has also held that if the Workman fails to appear or to file written statement or produce evidence, the dispute referred by the Government cannot be answered in favour of the Workman and he will not be entitled any relief*".

16. The principle laid down by the Hon'ble High Court in its respective case is still holds good. Applying the law laid down by the Hon'ble High Court, in the instant case, the order of reference has been issued by the Government of Goa at the instance of the workman, who has raised the present dispute pertaining to his alleged refusal of employment w.e.f. 01-05-2005 by the Employer by contending to be illegal and unjustified. The Workman contended that he had tendered his resignation on 28-03-2005 under force, duress and coercion from the management. The Employer denied the same and submitted that the Workman had tendered his resignation on 28-03-2005 voluntarily in his own handwriting. The Hon'ble Industrial Tribunal cum Labour Court therefore cast the burden to prove the issue No. 1 on the Workman.

17. To prove his case, the Workman filed his affidavit in evidence. The Workman also produced on record certain documents in support of his oral evidence. He was partly cross-examined by the Ld. Adv. Shri P. Chawdikar, appearing for the Employer. However, the roznama proceedings maintained by this court indicates that neither the Workman remained present for his further cross-examination nor any other representative remained present on his behalf, on and from 19-04-2016. This court therefore, pleased to close the evidence of the Workman, vide order dated 2-08-2016, after giving ample opportunities to him. The said evidence adduced by the Workman on record cannot be read in evidence, unless and until, he is subjected to cross-examination by the other side. Consequently, there is no evidence on record to prove the issue No. 1 burdened on the Workman.

18. On the contrary, the Employer examined its Sr. Manager, Stores, Shri Vishwanath G. Prabhu. The Employer also produced on record certain documentary evidence in support of their oral evidence. The said oral as well as documentary evidence adduced by the Employer remained unchallenged for want of denial. The said oral as well as documentary evidence adduced by the Employer on record clearly proves that the Workman under reference has voluntarily resigned from the service of the Employer, by submitting his resignation letter dated 28-03-2005. Hence, it is held that the Workman failed to prove that he had tendered his resignation on 28-03-2005 under force, duress and coercion from the management of the Employer. The issue No. 1 is therefore answered in the negative.

19. Issue No. 2:

While deciding the issue No. 1 herein above, I have come to the conclusion and held that the Workman had tendered his resignation voluntarily on 28-03-2005. The evidence on record indicates that the said letter of resignation of the Workman was accepted by the Employer on the same day and as per the said letter of resignation of the Workman, the Employer had agreed to relieve him from service on 30-04-2005. The evidence on record further indicates that the Workman has been relieved from the services of the Employer Company on 30-04-2005. The evidence on record indicates that the Workman has been paid his legal dues, which includes his P.F., gratuity etc. till 30-04-2005. Even otherwise, it is not the case of the Employer that the Workman stopped attending duties after his voluntary resignation and/or that he was not allowed to report for his duty immediately from the date of his resignation. The said evidence on record clearly indicates that the Workman had worked with the Employer till 30-04-2005. It is therefore held that the Workman proved that the Employer allowed him to continue to work till 30-04-2005. The issue No. 2 is therefore answered in the affirmative.

20. Issue Nos. 3 and 4:

I am deciding the issue nos. 3 and 4 together simultaneously as both the issues are co-related to each other.

The Workman, in para 9 of his claim statement, filed in the present proceedings, pleaded that 01-05-2005 was a public holiday and as such on 02-05-2005, when he went to resume for his work with the Employer, the Security Officer of the Employer did not allow him to enter and report for work. The Workman further pleaded that he requested the management to allow him to report for work, however, he was not allowed to resume for his work. The Employer, however, did not make any comments in its written statement filed in the present proceedings on the aforesaid pleadings of the Workman. Thus, impliedly admitted the allegations made by the Workman, in para 9 of his claim statement. Further, the Employer, in para 8 of its written statement filed in the present proceedings pleaded that the resignation of the Workman and his severance from its employment had become effective at the close of the working hours of 30-04-2005. The Employer admitted that 1st May, 2005 was a public holiday on account of Labour Day celebration. The Employer pleaded that with the resignation of the Workman and cessation of his employment, it was not possible for them to

allow him to report for work on 02nd May, 2005. The said pleadings on record clearly indicates that the Workman has been refused employment w.e.f. 02-05-2005. The issue No. 3 is therefore answered in the affirmative.

21. *Ld. Adv. Shri P. Chawdikar* representing the Employer submitted that once the resignation is accepted, the jural relationship between the employer-employee comes to an end and the employee has no right to withdraw resignation thereafter and relied upon the judgments of the Hon'ble Supreme Court of India in the following cases.

22. In the case of **Raj Kumar, (supra)**, before the Hon'ble Apex Court, the Appellant belonged to the Indian Administrative Service and posted as Collector and District Magistrate, Kota in August, 1964. On 21-08-1964, he submitted a letter to the Chief Minister, Rajasthan requesting to accept his resignation from service. He also addressed a letter dated 30-08-1964 to the Chief Secretary, to the Government of Rajasthan submitting his resignation from the Indian Administrative Service for early acceptance and requested to forward the same to the Government of India with its remark. On 31-10-1964, the Government of India accepted the resignation of the Appellant and requested the Chief Secretary to the Government of Rajasthan to intimate the date on which the Appellant was relieved of his duties so that a formal notification could be issued in that behalf. The Appellant changed his mind and by his letter dated 27-11-1964 requested the Chief Secretary to the Government of Rajasthan to recommend acceptance of the withdrawal of his resignation from the Indian Administrative Service. He also addressed a separate letter to the Secretary, Government of India, Ministry of Home Affairs, intimating that he was withdrawing his resignation from the Indian Administrative Service. On 29-03-1965, an order accepting the resignation of the Appellant from the Indian Administrative Service was issued and the Appellant was directed to hand over the charge to the Addl. Collector, Kota. The Hon'ble High Court, while rejecting the writ petition held that the resignation became effective on the date on which it was accepted by the Government of India, and subsequent withdrawal of the resignation was ineffective, even if the acceptance of the resignation was not intimated to the Appellant. The Hon'ble Apex Court while dismissing the appeal filed by the Appellant in para 5 of its judgment observed as under:

"5..... But when a public servant has invited by his letter of resignation determination of his employment, his services normally stand terminated from the date on which the letter of resignation is accepted by the appropriate authority and, in the absence of any law or rule governing the conditions of his service, to the contrary, it will not be open to the public servant to withdraw his resignation after it is accepted by the appropriate authority. Undue delay, intimating to the public servant concerned the action taken on the letter of resignation, may justify an inference that the resignation has not been accepted. The Hon'ble Apex Court in para 16 of its judgment further observed that "16. Therefore it is clear that non-communication of the acceptance does not make the resignation in-operative provided there is, in fact, an acceptance before the withdrawal."

23. In the case of **P. Kasilingam (supra)**, the Hon'ble Apex Court has held that *"it may be conceded that it is open to a servant to make his resignation operative from a future date and to withdraw such resignation before its acceptance. The principle that the services of a Government servant normally stand terminated from the date on which the letter of resignation is accepted by the Appropriate Authority, unless there is any law or statutory rule governing the conditions of service to the contrary, can apply to the case of any other employee."*

24. In the case of **M/s. J.K. Cottons Spg. And Wvg. Mills Co. Ltd., Kanpur (supra)**, the Hon'ble Apex Court in Para 4 of its judgment observed as under:

"4. Therefore, one of the ways of terminating the contract of employment is resignation. If an employee makes his intention to resign his job known to the employer and the later accepts the resignation, the contract of employment comes to an end and with it stands severed the employer-employee relationship. Under the common law the resignation is not complete until it is accepted by the proper authority and before such acceptance an employee can change his mind and withdraw the resignation. But, once the resignation is accepted, the contract comes to an end and the relationship of master and servant stands snapped."

25. In the case of **Gujrat Leather Industries Ltd. (supra)**, before the Hon'ble Apex Court, the Respondent was a permanent worker designated as Helper in dyes section of the Petitioner Company. He was dismissed from service on 15-01-1985 in

view of his written and signed resignation tendered to the manager of the Petitioner Company. The Respondent however, took a stand that he was dismissed illegally w.e.f. 01-01-1985 without conducting any domestic enquiry and without giving him an opportunity of hearing. The Respondent further contended that neither one months' notice was given nor salary in lieu of one months' notice was paid to him. The Labour Court, vide its award repelled the stand of the Petitioner and found that termination of service of the Respondent was illegal. The Hon'ble Apex Court, while quashing aside the award of the Labour Court, in para 6 of its judgment observed as under:

"6. The sentence I am unable to work in your Company, and therefore, I am willingly tendering my resignation, makes it clear and speaks loudly that the resignation was voluntary and not involuntarily obtained under threat or coercion. The Labour Court, on mere presumption, observed that since the Employer did not wait for a period of one month and relieved the respondent on the same day i.e. on 15-01-1985, it was suspicious circumstance rendering the termination order invalid. Needless to say that sea of suspicion has no shore. There was no occasion for the Labour Court to draw such suspicion. It was for the employee, namely, the respondent to establish that the resignation letter was got written in a closed room by the Manager in presence of one employee. There is no evidence on this point except a belated stand taken by the employee, namely, the respondent in the witness-box after a period of six years on 28-8-1991. Even in his statement of claim it was not asserted that the resignation was tendered under compulsion or threat. The only thing contained in the statement of claim Annexure-A is that the petitioner was dismissed on 01-01-1985 in an unjustified and unlawful manner."

26. In the case of **North Zone Cultural Centre (supra)**, before the Hon'ble Supreme Court, the Respondent was working as temporary Accountant in the organization of the Appellant. The Respondent tendered his resignation on 18-11-1988 alleging that he tenders his resignation w.e.f. 18-11-1988. The said resignation of the Appellant was accepted by the Director of the Appellant on the very same day. The Respondent withdrew his resignation on 21-11-1988 by sending a telegram alleging that the resignation was obtained by pressure. The Respondent however, continued to attend his duties till he received the

communication of accepting his resignation. Since after the service of acceptance letter, the Appellant was not permitted to continue to work in the concerned post, he filed a writ petition before the Single Judge of Hon'ble High Court of Punjab and Haryana. The Hon'ble High Court, while allowing the writ petition filed by the Appellant, gave two reasons for holding that the resignation had not become effective (i) The acceptance was not communicated till the withdrawal and (ii) Respondent was permitted to attend duty even after the acceptance of resignation. An appeal filed by the Appellant before the Appellate Bench came to be dismissed. The Appellant therefore filed the present appeal before the Hon'ble Apex Court. The Hon'ble Apex Court, while allowing the appeal, in para 23 of its judgment observed as under:

"23. As noticed above, in the present case the resignation is dated 18-11-1988 and the same as found by us is accepted on 18-11-1988 itself. The communication was on 1-12-1988 about 13 days thereafter which delay, in our opinion, is not an undue delay so as to make us draw an inference that there has been no acceptance of the resignation. Even the fact that in the meantime the respondent either attended duty or signed the attendant register will be of no assistance to claim his resignation had not taken effect. Even otherwise the appellants have urged that because there was no responsible officer in the headquarter from 18-12-1988 after respondent's resignation was accepted till 1-12-1988 and the respondent took advantage of the same and marked his attendance and such attendance cannot be treated as lawful attendance in view of the acceptance of his resignation on 18-11-1988. We agree with this contention of the appellant."

27. In the case of **'Chand Mal Chayal (supra)**, the Hon'ble Supreme Court in para 3 of its judgment has held as under:

".....3. By now it is well settled principle of law that an incumbent is entitled to withdraw his resignation before the acceptance. Once his resignation is accepted, there is no jural relationship between the employee and the employer and the employee cannot claim for withdrawal of the resignation nor reinstatement in the post...."

28. In the case of **Modern School (supra)**, the Hon'ble Supreme Court of India in para 17 of its judgment has held as under:

"17. Once the resignation of the First Respondent had validly been accepted, the question which would arise for consideration

is as to whether the same could be done before 17-06-1997. It is not a case where acceptance of the resignation was made effective from a future date. Resignation of the First Respondent having been accepted, only he was to be relieved from 17-06-1997. We have noticed hereinbefore the purport of Section 114A of the Act, in terms whereof resignation was to be accepted within a period of 30 days. In view of the aforementioned statutory provision, in our opinion, only because the First Respondent was to be relieved with effect from 17-06-1997 the same would not mean that even thereafter it was open to the First Respondent to withdraw his resignation."

29. In the case of **Union of India and Ors. (supra)**, before the Hon'ble Apex Court, the Respondent submitted his resignation, by his letter dated 07-10-1997. The said resignation was accepted by the competent authority by its order dated 16-06-1998. The Hon'ble High Court held that "the resignation could not have come into effect because as per clause (4) of office memorandum dated 11-02-1988 issued by the Government of India, Ministry of Personnel, Public Grievances and Pensions, the Respondent was also required to be relieved of his duties, which was not done by the Appellant. The Hon'ble Apex Court in para 10 of his judgement observed that "the normal rule, however, remains that Government has the power to accept a resignation with immediate effect. In case the Government for some reasons wishes to defer or specify the date from which resignation would become effective, it is entitled to take work from the concerned Government servant till he is relieved in accordance with the facts and requirement of the case. The letter of Government accepting an offer of resignation itself shows normally be conclusive for deciding whether the Government has obtained for immediate termination of service by accepting the resignation or has deferred such termination to a future date. Only in the latter eventuality the relationship of master and servant shall continue till the concerned Government servant is relieved of his duties. In the instant case, the letter of acceptance clearly shows that termination of Respondent's service as per his offer of resignation was not deferred to any future date and hence, there was no requirement to relieve him of his duties. The Hon'ble Apex Court while allowing the appeal further observed that "the word 'relieving' itself must be understood in the ordinary parlance because it is not defined in the O.M. or in the relevant rules as is apparent from the judgment of the High Court. The meaning of the word 'relieved' given in the law

lexicon (second Edition 1997 by P. Ramanatha Aiyar) is – "to free or clear a person from an obligation". This result manifests itself from the order accepting the resignation by the Government that the respondent has to continue in service till any particular time or till being relieved. Hence, in the instant case, there was no obligation on the Government to write a formal letter that the Respondent has been relieved. Even if such requirement had been there, in the case in hand it would be an empty formality."

30. In the case of **M. Ramkrishna (supra)**, before the Hon'ble High Court of Karnataka, the Petitioner, who was working as an 'A' grade mechanic with the first Respondent, submitted his letter of resignation on 18-03-1982. The petitioner changed his mind and sought to withdraw his resignation by his letter dated 20-03-1982. In the meantime, the competent authority had accepted the resignation letter of the Petitioner on 19-03-1982 after weaving the notice period and directed that the employee may be relieved. Aggrieved by the Employers action in not allowing him re-join his duties, the Petitioner raised an industrial dispute. The State Government referred the said dispute for its adjudication to the Labour Court. The Labour Court rejected the reference by its award dated 23-09-1986. The Petitioner therefore, filed the writ petition. The Hon'ble High Court, while dismissing the writ petition, held as under:

"15. The proposition that a resignation meant to be effective from a future date can be withdrawn by the person submitting the same before it has become effective, cannot be disputed. The question however is whether the resignation in the instant case was meant to be effective from a future date or was to bring to an end the relationship of employer and employee in present. A plain reading of the letter of resignation submitted by the petitioner leaves no manner of doubt that the resignation was not meant to be effective from a future date as was the position in the cases relied upon by the learned Counsel. It therefore become effective the moment the same was accepted by the Competent Authority. This acceptance it has been held by the Labour Court was recorded by the Authority concerned on the 19th March, 1982 i.e. before the date the petitioner purported to withdraw the same. In other words, as on the date, the resignation was purported to have been withdrawn the same had already been accepted thereby putting an end to the employment of the petitioner under the Respondent-management."

31. In the case of **S. Kesireddy (supra)**, the Hon'ble High Court of Andhra Pradesh in para 16 of its judgment has held as under:

"16.....In this case, the petitioner could have issued notice expressing his intention to resign at the expiry of the period of notice in terms of Regulation 11. He could have also submitted his resignation expressing his intention to be relieved with effect from a date chosen by him. In the first eventuality his resignation could have been accepted only after the three months' period of notice as provided under Regulation 11 and the same would have resulted in cessation of employer and employee relationship between the parties with effect from the date of acceptance of the resignation. In the second scenario his resignation could have been accepted by the respondent-Corporation only with effect from future date chosen by the petitioner. But the letter of resignation sent by the petitioner in the instant case suggests as if he wanted his resignation to be accepted by the respondent-Corporation instantaneously. In fact within one week the petitioner reiterated his request to accept his resignation and sent substitute to take charge from him at the place of his work. Neither the resignation letter dated 26-09-1990 nor the subsequent letter dated 04-10-1990 suggest any future date from which his resignation would come into effect nor the said letters would suggest as if the petitioner intended to give notice of three months' in terms of Regulation II. Under those circumstances, the decision of the respondent-Corporation to accept the resignation of the petitioner by condoning the advance notice period does not suffer from any infirmity."

32. In the case of **Chairman, Vishakhapatnam Port Trust and Ors. (supra)**, the Hon'ble High Court of Andhra Pradesh in para 21 of its judgment observed as under:

"21..... The moment an order is passed accepting their request for VRS under the Scheme, mere signing in the attendance register is of no consequence. It may be that order passed on 5th June, 2001 accepting the request of the Petitioners for voluntary retirement was not communicated to the time keeper immediately and therefore the Petitioners might have been allowed to sign the registers as usual. In our considered opinion, that will not vitiate the order of acceptance passed by the Appellants on 5th June, 2001...."

33. In the case of **N. Dinakara Shetty (supra)**, the Division Bench of Hon'ble High Court of Bombay at Goa Bench held that *"the Petitioner's offer was accepted and it brought about a valid and binding contract between the Petitioner and the Bank. It is only at the option of the Bank that the Bank chose to relieve him at a future date, but that in itself would not give a right to the Petitioner to withdraw the offer after a concluded contract of termination of service came about between the Petitioner and the Bank."*

34. In the case of **Smt. S.N. Dharitri Burman (supra)**, before the Hon'ble High Court of Gauhati, the Petitioner was working as Addl. CJM, Goalpara. She submitted her resignation from service on 03-10-2012 without mentioning any prospective date. Her letter was forwarded to the High Court on 05-10-2012. On 06-10-2012, she was telephonically informed that her resignation was accepted by the High Court. On 08-10-2012, at about 3.00 p.m., she met the Registrar General of the High Court and submitted a letter of withdrawal of her resignation, but, she was asked by the Registrar General to proceed to Goalpara and handover charge and accordingly she handed over charge of her office on 08-10-2012 at 11.00 p.m. The Hon'ble High Court, after relying upon a judgment of Hon'ble Apex Court in the case of **Raj Kumar v/s. Union of India (AIR 1969 SC 180)** in para 20 of its judgment observed as under:

"20. In view of the above decisions, there is no difficulty in concluding that the resignation letter, issued by an employee, expressing his or her desire to resign from the job, without mentioning any prospective date of resignation, will come into effect immediately on acceptance of the same by the appropriate authority. However, if any prospective date of resignation is mentioned, the resignation shall be effective from such future date only. In absence of any prospective date, the resignation letter cannot be allowed to be withdrawn, once the same is accepted by the authority. Whereas, in respect of cases where future date of coming into effect of the resignation is mentioned, than the employee is entitled to withdraw the same before the prospective date."

35. In the case of **Kashi Nath Sah (supra)**, before the Hon'ble High Court of Patna, the Petitioner was an employee of the Employer Bank. Regulation 10 (1) of the bank states that it prohibits an officer or employee of the bank to leave or to discontinue his service in the bank without first giving three

months' notice in writing to the Chairman of the bank of his intention to leave or discontinue the service. The Petitioner did not give to the bank any notice of leaving the bank in terms of aforesaid regulations, nor does his letter of resignation intended to discontinue the service in the bank, after expiry of the said period prescribed under regulation. The Hon'ble High Court held that "*.....in my opinion, thus, without giving notice of three months', by his conduct expressed his intention to resign with immediate effect, in breach of the provisions of Regulation 10 (1) (a) r/w Regulation 10 (1) (b) of the Regulations. He, thus, became liable to pay to the bank as compensation a sum equal to his emoluments for the period of notice required of him in terms of Regulation 10 (1) (c) of the Regulations.*"

The facts of the aforesaid cases are clearly distinguishable than the case in hand. In most of the cases, the resignation was unconditional and in praesenti, unlike in the case in hand, the resignation was conditional to be operative from a future date. Hence, the principle laid down by the Hon'ble Apex Court as well as Hon'ble High Courts in all the aforesaid cases are not applicable to the case in hand.

36. On the contrary, in the case of **Dr. Prabha Atri v/s. State of U.P. & Ors., reported in 2003 1 CLR 221**, the Hon'ble Apex Court after relying upon its earlier judgment in the case of **Moti Ram v/s. Parma Devi & Anr., reported in 1993 2 SCC 725**, held as under:-

"As pointed out by the Court, 'resignation' means the spontaneous relinquishment of one's own right and in relation to an office, it connotes the act of giving up or relinquishing the office. It has been held that in the general juristic sense, in order to constitute a complete and operative resignation there must be the intension to give up or relinquish the office and the concomitant act of its relinquishment. It has also been observed that the act of relinquishment may take different forms or assume a unilateral or bilateral character, depending on the nature of the office and the conditions governing it. [see: Union of India v/s. Gopal Chandra Misra] if the act of relinquishment is of unilateral character, it comes into effect when such act indicating the intension to relinquish the office is communicated to the competent authority. The authority to whom the act of relinquishment is communicated is not required to take any action and the relinquishment takes effect from the date of such communication where the resignation is intended to operate in praesenti. A resignation may also be prospective

to be operative from a future date and in that event it would take effect from the date indicated therein and not from the date of communication. In cases where the act of relinquishment is of a bilateral character, the communication of the intention to relinquish, by itself, would not be sufficient to result in relinquishment of the office and some action is required to be taken on such communication of the intension to relinquish, e.g. acceptance of the said request to relinquish the office, and in such a case the relinquishment does not become effective or operative till such action is taken. As to whether the act of relinquishment of an office is unilateral or bilateral in character would depend upon the nature of the office and the conditions governing it".

37. The principle laid down by the Hon'ble Apex Court is well settled and is also applicable to the case in hand. In the instant case, undisputedly, the Workman tendered his resignation voluntarily on 28-03-2005 thereby informing the Employer that he is resigning from the post from 1st May, 2005. The Employer accepted the said resignation of the Workman on the same day and informed him that his resignation has been accepted and he would be relieved from its services as per his wishes at the close of the working hours w.e.f. 30-04-2005. The evidence on record indicates that thereafter, the Workman withdrew his letter of resignation after three days from its acceptance by the Employer and worked with the Employer till 30-04-2005. The evidence on record indicates that 01-05-2005 was public holiday on account of Labour Day celebrations. The evidence on record further indicates that the Workman was refused employment by the management of the Employer, when he went to report for his duty on 02-05-2005 by alleging that he had resigned from its services. The said refusal of employment to the Workman amounts to illegal termination of services of the Workman as the resignation of the Workman was meant to be effective from a future date i.e. 30-04-2005. Thus, the employer-employee relationship between the Employer and the Workman did not cease till 30-04-2005 as the resignation letter was conditional and was meant to be effective from 30-04-2005. Therefore, the Workman had every right to withdraw the same at any time before it has become effective on 30-04-2005, which he did. Hence, it is held that the action of the Employer in refusing employment to the Workman w.e.f. 02-05-2005, is illegal and unjustified. The issue No. 4 is therefore answered in the affirmative.

38. Issue No. 5:

While deciding the issue No. 4 hereinabove, I have come to the conclusion and held that the action of the Employer in refusing employment to the Workman w.e.f. 02-05-2005 is illegal and unjustified.

39. In the case of **Deepali Gundu Surwase v/s. Kranti Junior Adhyapak Mahavidyalaya (D. ED.) and Ors., reported in (2013) 10 SCC 324**, the Hon'ble Apex Court has held that if the order of termination is *void ab initio*, the Workman is entitled to full back wages. The relevant para of the decision is extracted hereunder:

"22. The very idea of restoring an employee to the position which he held before dismissal or removal or termination of service implies that the employee will be put in the same position in which he would have been but for the illegal action taken by the employer. The injury suffered by a person, who is dismissed or removed or is otherwise terminated from service cannot easily be measured in terms of money. With the passing of an order which has the effect of severing the employer – employee relationship, the latter's source of income gets dried up. Not only the concerned employee, but his entire family suffers grave adversities. They are deprived of the source of sustenance. The children are deprived of nutritious food and all opportunities of education and advancement in life. At times, the family has to borrow from the relatives and other acquaintance to avoid starvation. These sufferings continue till the competent adjudicatory forum decides on the legality of the action taken by the employer. The reinstatement of such an employee, which is preceded by a finding of the competent judicial /quasi-judicial body or court that the action taken by the employer is ultra vires the relevant statutory provisions or the principles of natural justice, entitles the employee to claim full back wages. If the employer wants to deny back wages to the employee or contest his entitlement to get consequential benefits, then it is for him/her to specifically plead and prove that during the intervening period the employee was gainfully employed and was getting the same emoluments. Denial of back wages to an employee, who has suffered due to an illegal act of the employer would amount to indirectly punishing the concerned employee and rewarding the employer by relieving him of the obligation to pay back wages including the emoluments."

40. The principle laid down by the Hon'ble Apex Court is well recognized and is also applicable to the case in hand. In the case in hand, the Workman was in the employment of the Employer continuously w.e.f. 15-09-1995 till he was refused the employment illegally w.e.f. 02-05-2015. The Workman pleaded that he is unemployed and does not have any source of income to maintain himself and his family. The Employer denied the aforesaid pleadings of the Workman in its written statement filed in the present proceedings. The Employer has however, failed to bring on record any positive evidence that the Workman is gainfully employed during the intermitting period. Hence, the Workman is entitled for the reinstatement along with full back wages, continuity in service and consequential benefits thereof.

In view of the above, I proceed to pass the following order:

ORDER

1. It is held that the action of the management M/s. Crompton Greaves Ltd., Machine-4 Division, Kundaime Industrial Estate, Kundaime-Goa, in refusing employment to Shri Vishwanath Harmalkar, Operator with effect from 02-05-2005, is illegal and unjustified.
2. The management M/s. Crompton Greaves Ltd., Machine-4 Division, Kundaime Industrial Estate, Kundaime-Goa, is hereby directed to reinstate the Workman Shri Vishwanath Harmalkar, Operator, along with full back wages, continuity in service and all other consequential benefits thereof.
3. No order as to costs

Inform the Government accordingly.

Sd/-
(Suresh N. Narulkar)
Presiding Officer
Labour Court-II

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Department of Law & Judiciary
Law (Establishment) Division

Notification

No. 1/13/2014/LD(Estt.)/333

In exercise of the powers conferred by clause (1) of article 165 of the Constitution of India, the Governor of Goa is pleased to appoint Shri Dattaprasad Vithal Prabhu Lawande to be Advocate General for the State of Goa.

This Notification shall come into force with immediate effect.

By order and in the name of the Governor of Goa.

Trupti B. Manerkar, Under Secretary (Estt-Law.).
Porvorim, 20th March, 2017.

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**Notifications by the High Court of
Judicature
Appellate Side, Bombay**

No. A. 1201/G/2017/901

The High Court has been pleased to make the ranking of the following Judicial Officer in the order as shown herein below:

Sr. No.	Name & present posting	New posting
1.	Ms. Vijaya D. Pol, District Judge-2 & Additional Sessions Judge, Mapusa, Panaji	District Judge-1 & Additional Sessions Judge, Mapusa, Panaji vice Shri P. V. Sawaikar retired.

High Court, Bombay. Sd/-
Dated: 8th March, 2017. Registrar General.

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No. A. 1201/G/2017/902

Shri D. S. D'Costa, Principal District & Sessions Judge, Margao, shall stand retired from Goa State Judicial Service w.e.f. 08-04-2017 (A.O.H.) by superannuation on attaining the age of 60 years.

High Court, Bombay. *Mangesh S. Patil*,
Dated: 3rd March, 2017. Registrar General.

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Department of Personnel

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Order

No. 6/2/2002-PER(Part)/682

On the recommendations of Goa Services Board and with the approval of the Government, the following Senior Scale Officer of Goa Civil Service is transferred on deputation and posted with immediate effect, in public interest:

Sr. No.	Name of the Officer and Designation	Posted as
1.	Kum. Biju Naik, Joint Secretary (Revenue)	Joint Secretary to Governor.

Shri Vijay M. Paranjape, Additional Secretary (Protocol) shall hold additional charge of the post of Additional Secretary (Revenue), in addition to his own duties, until further orders.

The appointment of Kum. Naik shall be governed by the standard terms of deputation as contained in Office Memorandum No. 13/4/74-PER dated 20-11-2013 and as amended.

All the above officers shall complete the process of handing over/taking over within three days from the date of issue of order and submit compliance.

By order and in the name of the Governor of Goa.

Shashank V. Thakur, Under Secretary (Personnel-II).
Porvorim, 15th March, 2017.

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Department of Public Health

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Order

No. 2/35/2003-II/PHD/292

Sanction of the Government is hereby accorded for grant of Extraordinary Leave (E.O.L.) for 02 years to Dr. Nadia Pinto, Lecturer, Department of PSM, Goa Medical College w.e.f. 15-04-2017 to 14-04-2019, to take up private Medical work and practice.

By order and in the name of the Governor of Goa.

Anthony J. D'Souza, Joint Secretary (Health).
Porvorim, 17th March, 2017.

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Order

No. 4/1/2014-IV/PHD/Part-3/296

Whereas, the Government of Goa vide Order No. 4/1/2014-IV/PHD/Part 2 dated 01-09-2015 had appointed Dr. Sinai Khandeparkar Purva Vijay as Public Health Dentist under Directorate of Health Services, Panaji-Goa with posting at Hospicio Hospital, Margao, Goa by invoking the clause 1 of the Agreement of Bond for Admission to Post Graduate course of Goa University in Goa Dental College and Hospital, Bambolim, Goa.

And whereas, Dr. Sinai Khandeparkar Purva Vijay vide letter dated 18-11-2016 has made

a request for termination of contract as on 30th November, 2016, which request has been agreed and accepted by the Government.

at Hospicio Hospital, Margao under Bond service w.e.f. 30th November, 2016.

By order and in the name of the Governor of Goa.

Now, therefore, Government is pleased to relieve Dr. Sinai Khandeparkar Purva Vijay from the post of Public Health Dentist (under Bond contract service)

Maria Seomara De Souza, Under Secretary (Health).

Porvorim, 17th March, 2017.

Department of Public Works

Office of the Chief Engineer

Order

No. 34/4/2017/PCE-PWD-ADM(II)/251

On the recommendation of the Departmental Promotion Committee as conveyed by the Goa Public Service Commission vide its letter No. COM/II/11/16(2)/2011/497 dated 11-01-2017, Government is pleased to promote the below mentioned Technical Assistants (Mechanical/Electrical) and Junior Engineers (Mechanical/Electrical) for promotion to the post of Assistant Engineers/Assistant Surveyor of Works/Engineering Assistants (Mechanical/Electrical) Group 'B', Gazetted in the pay band Rs. 9,300-34,800+Grade Pay Rs. 4,600/- in Public Works Department on regular basis with immediate effect and post them in the same places shown against their names below:

Sr. No.	Name & present designation of the officer	Place of posting on promotion
1	2	3
1.	Shri Prashant G. Gaude (ST), Technical Assistant	As Assistant Surveyor of Works in the Office of Superintending Surveyor of Works, Altinho, Panaji in the existing vacancy.
2.	Shri Sadashiv T. Kelkar, Junior Engineer	As Assistant Engineer, Sub-Division III, Division III (PHE), Tonca-Caranzalem.
3.	Shri Anthony F. D. T. Fernandes, Junior Engineer	As Assistant Surveyor of Works, Circle Office VII(M/E), Altinho, Panaji.
4.	Shri Vinayak V. Malvankar, Junior Engineer	As Assistant Engineer, Sub-Division I, Division XXIV(PHE), Bicholim.
5.	Shri R. S. Naik, Junior Engineer	As Assistant Engineer, Sub-Division III, Division XVII(PHE), Assonora.
6.	Shri Salim Nazir, Junior Engineer	As Assistant Engineer, Sub-Division II, Division X (Stores), Margao.
7.	Shri Roque Fernandes, Junior Engineer	As Assistant Engineer, Sub-Division V, Division IX (PHE), Verna.
8.	Shri Shashikant A. Pednekar, Junior Engineer	As Assistant Surveyor of Works, in Circle Office VII(M/E), Altinho, Panaji, in the existing vacancy.

They shall exercise their option for pay fixation within a period of one month from the date of issue of this order under F. R. 22(I) (a) (1).

They will be on probation for a period of 2 years from the date of joining.

They shall draw their pay and allowances as Assistant Engineer/Assistant Surveyor of Works/Engineering Assistant (Mechanical) from the date of joining in the place of postings shown against their names in column No. (3) above.

Further, the Government is pleased to order the posting/transfer of the below mentioned Assistant Engineers/Assistant Surveyor of Works/Engineering Assistants (Civil/Mechanical/Electrical) in Public Works Department and post them in the places shown against their names in column No. (4) below, in public interest:

Sr. No.	Name of the Officer	Present place of working	Place of posting on transfer
1.	Shri Subhash D. Parab	Assistant Engineer (M/E) repatriated from GIDC, Panaji and awaiting posting	As Assistant Engineer in Sub-Division I, Division XXI, Margao vice Shri Prakash L. Poi, AE transferred.
2.	Shri Prakash L. Poi	Assistant Engineer, Sub-Division I, Division XXI, Margao	As Assistant Surveyor of Works in Division V (Bldgs.), Panaji in the existing vacancy.

The Officer at Sr. No. (1) above, who has been repatriated from GIDC, Panaji has joined in this Department on 09-12-2016 and awaiting posting since then, shall draw his pay and allowances for the period from 09-12-2016 till the date of his joining in the new place of posting shown in column No. (4) above, against the vacant post of Assistant Surveyor of Works, Division V (Bldgs.), Panaji.

By order and in the name of the Governor of Goa.

Uttam P. Parsekar, Principal Chief Engineer & ex officio Addl. Secretary (PWD).

Panaji, 16th March, 2017.

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